

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
TRENTON VINTAGE**

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**JACOB KELLNER, DEVORA KELLNER,**

**Plaintiff,**

**vs.**

**AMAZON, OFFICERS, DIRECTORS,  
AND SHAREHOLDERS,**

**Defendants.**

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**Docket No:**

**Civil Complaint**

**JURY TRIAL DEMAND**

**HERE COMES, Jacob Kellner, and Devora Kellner** the plaintiffs  
(husband and wife) pro se' in the above entitled matter, and who file  
instant federal civil complaint against defendant Amazon based upon the counts as  
set forth more fully below, and in support thereof states and allege as follows.

1. That plaintiff Jacob Kellner & Devora Kellner are more than 18 years of age,  
citizens of the United States and eligible to sue and be sued.

2. That the amount in controversy including actual, compensatory and punitive  
damages exceeds \$75,000.00 dollars.

3. That plaintiffs have not filed any other case in any other court or jurisdiction based upon the charges as prosecuted herein.

### **JURISDICTION AND VENUE**

4. That this Honorable Court has jurisdiction and venue in the instant case pursuant to Title 28 USC Sec.1332, where the amount in controversy exceeds \$75,000.00 dollars and plaintiffs are citizens of different states establishing a diversity of citizenship.

5. That venue lies before this Honorable Court as the Judicial District where the controversy complained of occurred.

### **THE PARTIES**

6. That the plaintiff Jacob Kellner is resident of the state of New Jersey and a **former party to a contract (BSA)** with defendant Amazon, as a ‘seller’, and **post-contract relationship** is when the controversy herein developed and continues causing the plaintiff to suffer ongoing consequences of the ‘bad faith’ arising from contractual relationship with defendant Amazon, causing plaintiff to suffer damages as set forth more fully below.

7. That the plaintiff Devora Kellner is a resident of the state of New Jersey and the spouse of plaintiff Jacob Kellner Resides at 1303 Rio Grande Dr Toms River NJ 08755 **and has never been a party to a contract with defendant Amazon**, nor has she ever been an officer of the business enterprise owned and operated by her husband doing business under contract with defendant Amazon.

8. That defendant Amazon is a Worldwide international company conducting business throughout the United States and elsewhere with business Headquarters located in Washington State, and former party to a seller contract offered to the plaintiff by defendant Amazon.

9. That Respondent Amazon, was a party to a contract (BSA) seller agreement, with petitioner, and is a National/Worldwide internet retailer conducting business **in commerce** throughout the United States, and in Foreign markets, primarily on the internet, with the support of independent '**seller stores**', which petitioner was solicited and authorized to operate pursuant to contract (BSA) between the parties, to sell his retail/wholesale product line **in commerce** on the amazon internet seller platform, with the prior seller BSA contract having been unilaterally terminated by

Defendant Amazon as of this writing, and which remains in controversy in an action being reviewed by the United States District Court Eastern District of New York, and this instant action arises post BSA contract between the parties on counts as set forth more fully below.

### **PRELIMINARY STATEMENT**

10. Coming before the court is a civil complaint arising **post-contract** between parties, where the defendant's egregious conduct and 'unfair dealing' in a contract caused the plaintiff Jacob Kellner to suffer ongoing extreme emotional distress, requiring regular medical treatment and medication to function on a routine and normal basis, preventing the plaintiffs of normal and regular marital consortium and intimate relations.

11. That Amazon has long been accused and guilty of '**false advertising**' using it's **Worldwide internet platform (Amazon.com)** to **attract and exploit sellers** like the plaintiff and has employed **unethical, unfair Business practices** of consuming legitimate seller product lines and converting it to their own use in commerce for profit while disingenuously terminating seller account and BSA contract between the parties destroying small independent seller businesses to dominate the marketplace and eliminate competition while creating a monopoly over the marketplace, putting the entrepreneur plaintiff out of business, while converting plaintiff product line to their own, locking him out from access to his hard-earned customer base exclusively maintained by defendant and kept from the

plaintiff all aimed at eliminating competition and controlling the marketplace.

12. That the plaintiff who was a long term 'seller' (more than 9 years) on the Defendant Amazon internet Worldwide internet retail platform was suddenly and abruptly Terminated without notice blocking his access to online amazon customer base and with defendant converting his product line into their own to eliminate competition.

13. That amazon's treatment of the plaintiff in unfairly terminating his online seller platform following a more than a nine-year seller contract relationship with the flick of a switch destroying his long-term internet business just as they have done to thousands upon thousands of other entrepreneurs through false advertising practices promising a partnership caused the plaintiff to suffer a mental breakdown, in losing his business requiring years of therapy following the wrongful termination of his seller platform.

14. That Amazon's trade practices have **been dishonest and based upon false advertising** to potential sellers like the plaintiff who after working as a seller on the Amazon platform after more than nine years and paying them over a million dollars in seller fees is unfairly put out of business by amazon who consumed plaintiff product line, to control the marketplace, eliminate competition, while crushing small entrepreneurs like the plaintiff.

15. That following the wrongful termination of the BSA contract between the parties amazons unfair monopolistic trade practices put plaintiff's small business into bankruptcy and ruined his personal credit score causing the plaintiff to suffer collateral damages.

16. Seemingly Amazon is to 'Big To Fail and To Big to Jail! So defendant continues their unfair trade practices hurting the independent entrepreneurs, escaping justice at every turn.

17. That amazon caused the **plaintiff to suffer long term depression and lack of consortium with his family and martial relations** with his co-plaintiff (wife) and plaintiff remains under doctor care and medication even as of this writing caused by amazon's false advertising and 'bad faith', and instant civil action now follows.

### **FACTS RELATED TO ALL COUNTS**

18. That plaintiff and amazon entered a contractual 'seller' platform contract (BSA) on or about 2015 when plaintiff Jacob Kellner responded to defendant amazon online internet advertising for independent 'sellers' to partner up with amazon selling their approved product line on defendant amazon internet platform.

19. That over the more than nine-year contractual relationship plaintiff grew his online business and paid amazon over a million dollars in seller fees.

20. That amazon has been **publicly known for unfair practices in dealing with sellers**, and ultimately terminating their seller contracts with amazon to unfairly control the marketplace and eliminate competition through their monopolistic practices.

21. That amazon collects seller platform business information over time including wholesaler where sellers buy their product for resale in retail in their small businesses under contract with amazon.

22. That defendant **amazon scheme is to eliminate competition and control the Marketplace**, putting the small business entrepreneur and competition out of Business, while consuming their product line based upon information collected by defendant amazon during seller contract relationship.

23. That at all material times during the plaintiff defendant contractual relationship between the period 2010 thru 2019 defendant amazon acted in bad faith with a surreptitious intent of wrongfully converting seller product line from the seller to their own use, eliminating competition.

24. That defendant **amazon lures in unwitting consumers** of the seller platform **through false advertising** promising a partnership with the small business entrepreneurs like the plaintiff, never intending at establishing a lasting relationship but rather a scheme to surreptitiously gather entrepreneurs' business information for their own use, have seller build a customer base through amazon online seller platform, then eliminate competition by wrongfully cancelling seller contract and converting the seller product line and business information to their own use.

25. That defendant amazon entered the 'seller contract' in 'bad faith' with an evil motive of eliminating small business competition.

26. That following a more than nine-year business relationship on or about 2018, defendant amazon with the flick of a switch shut down and terminated plaintiff online amazon seller platform, seized his product line stored in their warehouse, and blocked plaintiff access to continued access to his seller customer base which was controlled by amazon and kept from the seller.

27. That following the termination of the seller contract plaintiff **suffered a serious mental breakdown requiring professional medical treatment and medication to control anxiety**, and continues under treatment even as of this writing.

28. That plaintiff Devora Kellner, spouse of plaintiff Jacob Kellner **suffered a loss of marital consortium and normal marital sexual relations**, and the plaintiffs marital relationship was impaired during all material times following the seller contract termination by amazon, as plaintiff Jacob Kellner suffered a serious mental breakdown and continues requiring medical treatment even as of this writing.

29. That plaintiff DK suffered the ongoing continuous loss of quality time with plaintiff JK who suffered deep depression caused by the wrongful termination of seller contract.



30. That plaintiff JK suffered financial loss of more than three million dollars and was unable to timely pay his outstanding debt due to the loss of income resulting in a negative credit rating, preventing him from getting continued credit.

31. That defendant amazon did exploit proprietary data from individual sellers to launch competing products and manipulating search results to increase sales of the company's own goods.

32. That defendant amazon exploited the plaintiff JK **through false advertising** of establishing a business partnership with its sellers.

33. That defendant amazon intentionally deceived and exploited plaintiff JK as the owner of a small business and entrepreneur into entering a BSA seller agreement which defendant **amazon had an advance scheme of fraud** to deprive the plaintiff of his right to engage in commerce.

34. That the defendant did with intent monopolize the market share/place over small businesses like the plaintiff's engaging in practices of 'unfair dealing'.

35. That the ruthless practices of defendant amazon to cheat the plaintiff as a seller caused the **plaintiff to suffer extreme emotional distress**.

36. That the extreme emotional distress plaintiff suffered caused by defendant amazon's 'bad faith' and 'unfair dealing' in a contractual

relationship caused the **plaintiff to suffer a long term emotional** crisis which manifested following the wrongful termination of BSA contract between the parties resulting in the need for professional medical care.

37. That following defendant amazon wrongfully terminating plaintiff seller agreement ending a more than nine-year business relationship with plaintiff paying in excess of one million dollars in seller fees to **defendant plaintiff suffered and continues to suffer long term emotional injury**, requiring medical care and continuous regular medication.

38. That defendant owed plaintiff a duty under an executed seller agreement, breached that duty and caused the plaintiff JK to suffer severe ongoing continuous intentional emotional distress, requiring medical treatment, care and medication.

39. **That defendant's extreme and outrageous scheme to deceive and exploit** the plaintiff and lure plaintiff into a BSA seller contract between the parties **through false advertising practices** inflicting intentional emotional distress on the plaintiff JK caused to **plaintiff JK to suffer shame, humiliation, embarrassment, anger and worry**, caused by the defendant's actions.

40. That the defendant engaged in unlawful conduct including but not limited to fraud, though deceit with sinister, false commercial advertising campaign through advertising on the internet, email communications to lure, trick and

deceive the plaintiff into entering an unconscionable 'seller' agreement with the defendant on the defendant's internet seller platform.

41. That the defendant acted in 'bad faith' with a sinister scheme to defraud the plaintiff out of his services, and property.

42. That defendant's sinister scheme of fraud caused the plaintiff to suffer ascertainable losses in excess of three million dollars, in actual damages.

43. That defendant's caused plaintiff to suffer continuous monetary losses and damages through their 'bad faith', sinister scheme of fraud forced plaintiff to close his commercial business and suffer ongoing continuous losses in excess of one million dollars annually and ongoing.

44. That defendant continued in there deceitful scheme though regular emails to the plaintiff attempting to solicit him into a seller platform on defendant internet platform, with unsolicited contacts through false email advertising defendant platform with the most recent regular contact in January 2022.

45. That the parties had a mutual contract for more than nine years.

46. That the contract between the parties was a 'seller' platform contract to sell plaintiff product line on the defendant internet platform.

47. That plaintiff performed all of his contracted duties under the BSA seller contract for nine years.

48. That from time to time over a period of nine years, which is routines to all seller platforms operating on defendant internet seller platform there would be a minor customer claim concerning packaging or damage to goods in transit and they were each resolved to customer satisfaction.

49. That rarely a non-customer complaint would be filed by competition erroneously claiming that 'knock off' of their product was being sold on plaintiff seller platform and all such claims were resolved in favor of the plaintiff seller.

50. That defendant arbitrarily and capriciously uses customer claim against sellers who they consider to be competition and has never during the terms of the seller BSA contract with the defendant ever verified a single claim, with all petty claims such as damage during product delivery were resolved by the seller with the customer.

50. That defendant has never desisted in there false advertising scheme even during period where plaintiff's seller account was wrongfully terminated and continues as of this writing.

51. That defendant has continuously acted in 'bad faith' during all material time of the prior contract (BSA) with the plaintiff and beyond including the time of

filing instant federal civil.

51. That **defendant continued false advertising campaign** to the plaintiff and has caused the **plaintiff to suffer ongoing and continuous anxiety, and depression requiring ongoing medical care and need for daily medication.**

52. That **defendant exploited the plaintiff in his individual capacity as business entrepreneur and consumer of their falsely advertised ‘seller platform’**, and surreptitiously engaged in a pattern and practice of fraud to deceive the plaintiff, steal his product line and convert it to their own use, causing the plaintiff to suffer financial losses including the product line that defendant withheld from plaintiff.

53. That defendant promised in their advertising to create a partnership with the plaintiff in use of the defendant internet seller platform and breached that promise with a scheme to defraud the plaintiff confiscate his product line, withhold his customer base, and eliminate competition in the marketplace.

54. That during the terms of the prior BSA contract between the defendant and plaintiff, plaintiff paid defendant in excess of one million dollars in seller fees, and defendant unjustly enriched themselves, while employing a false advertising scheme intended to defraud the plaintiff.

55. That defendant dealings with the plaintiff as a seller were dishonest with fraudulent intent, causing the plaintiff to suffer continuous and ongoing financial damages beyond the terms of the contract (BSA) between the parties.

56. That following the wrongful termination of the seller contract (BSA) plaintiff continues to suffer Emotional distress including fear, anxiety, crying, lack of sleep, depression and humiliation and loss of marital consortium with his co-plaintiff spouse.

57. That defendant owed plaintiff a duty under the BSA contract between the parties, that defendant intentionally breached their duty under the BSA, and the plaintiff following the wrongful termination of the BSA contract between the parties **suffered and continues to suffer emotional distress.**

58. That as a direct consequence of defendant 'bad faith' and 'unfair dealing' during and following a BSA seller contract between the parties the **plaintiff suffered lost income, medical bills, mental anguish and suffering.**

59. That through **defendant false advertising campaign** to entrepreneurs like the plaintiff and small business owner's defendant intended for their sinister plot to be acted upon by the **unwitting plaintiff victim, in entering a seller contract BSA** with the defendant, with plaintiff relying on defendant misrepresentations to enter the defendant BSA seller contract, not knowing

the sinister plot defendant was employing to consume seller vendor product line, convert it to their own use, eliminating competition in the marketplace, and wrongfully terminate the BSA, leaving the entrepreneur seller out of business.

60. That defendant unethical business practices in dealings with sellers was not equitable for the unwitting seller consumer.

61. That defendant business practices in dealing with the plaintiff as a potential consumer of defendant seller online platform was deceptive and aimed at defrauding the plaintiff.

62. That defendant business practice and dealing with the plaintiff as a potential consumer of their online seller platform **constitutes 'bait and switch'**, where defendant promises a partnership with unwitting, intending to steal victim business information, and product line, converting it to defendant use, then unilaterally and wrongfully terminating the contract BSA between the parties, intending to eliminate competition in the marketplace.

**COUNT ONE**  
**VIOLATION OF New Jersey Consumer Fraud Act**  
**N.J.S.A. 56:8-1, et-seq.**

63. That plaintiff incorporates all facts and averments as set forth more full above in paragraphs 1-62, as though actually set forth herein and,

64. That defendant Amazon acted with fraud, deceit, false advertising and sinister to lure plaintiff into online defendant platform under a BSA seller agreement, with the intent of exploiting the plaintiff JK as a business entrepreneur, steal his product line and convert it to their own use, while eliminating competition.

**65. WHEREFORE, plaintiff JK demands a Money Judgment in an amount to be determined by a jury at trial, together with statutory treble damages, pre and post judgment interest, reasonable attorney fees and court costs.**

**COUNT TWO INTENTIONAL**  
**INFLICTION OF EMOTIONAL DISTRESS**

66. That plaintiff incorporates all facts and averments as set forth more full above in paragraphs 1-64, as though actually set forth herein and,

67. That defendant Amazon pre and post BSA seller contract between the parties, caused the plaintiffs to suffer emotional distress requiring ongoing



medical care and daily medication.

68. That defendant Amazon caused the plaintiffs (JK/DK) to suffer loss of marital consortium, enjoyment, and marital sexual relations.

**69. WHEREFORE, plaintiffs demand a Money Judgment in an amount to be determined by a jury at trial, including actual, compensatory, special and punitive damages, together with pre and post judgment interest, reasonable attorney fees and court costs.**

### **COUNT THREE EQUITABLE ESTOPPEL**

71. That plaintiff incorporates all facts and averments as set forth more full above in paragraphs 1-68, as though actually set forth herein and,

72. That instant civil action involves claims of ‘bad faith’ by the Defendant Amazon both pre termination of the contract (BSA) between the parties, and post BSA contract.

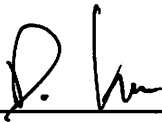
73. That Defendant Amazon must be barred from any statute of limitations argument where their conduct is continuous and ongoing even as of this writing, and they do not come to court with indispensable ‘clean hands’, and continue to act in ‘bad faith’.

**Respectfully submitted,**



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**Jacob Kellner 1303 Rio Grande Dr Toms River NJ 08755**  
**Plaintiff pro se'**



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**Devora Kellner, 1303 Rio Grande Dr Toms River NJ 08755**  
**Plaintiff pro se'**

**March, 1<sup>st</sup>, 2022**